



Flack + Kurtz  
Consulting Engineers, LLP

QA# 37373  
DEPT. OF TRANSPORTATION  
DOCKET SECTION

343 Sansome Street, Suite 450  
San Francisco, CA 94104-1309  
415 398-3833  
FAX: 415 433-6311

New York  
Washington D.C

July 9, 1998

98 JUL 14 PM 12:47

Docket Clerk  
U.S. DOT Dockets, Room PL-401  
400 Seventh Street, SW  
Washington, D.C. 20590-0001

Re: DOCKET NO. FHWA-97-2979 - 19  
Global Van Lines

Ladies and Gentlemen:

I am writing in response to a notification I received from the Missouri Attorney General's office regarding the FHWA's intent to develop new rules and regulations regarding the household goods moving industry. The following commentary is a description of my experience with Global Van Lines in 1996 as well as my interaction with government agencies during that time. I intend to share my difficulties with Global Van Lines in the hopes that new regulation will protect future consumers from the pain and frustration I endured during my move.

After my college graduation in May, 1996, I accepted a position with an engineering firm in San Francisco. I intended to move my belongings from my parents' home in St. Louis, Missouri to California. Prior to leaving St. Louis, I made arrangements with Von Der Ahe Van Lines in St. Louis to assist with my move. My bill of lading listed a window of time for pick-up of household goods in St. Louis between July 3 and July 6. The bill of lading also listed a shipment window of a full two weeks, July 8 through July 22, as the period in which I could expect delivery in San Francisco. I would receive 24-hour notice of this delivery.

Global Van Lines in conjunction with Von Der Ahe International did indeed pick up my belongings in St. Louis on July 5. However, the **shipment was not delivered to my new residence** in San Francisco **until July 31, nine days after the last date listed on my bill of lading**. During this time that Global was in possession of my belongings, I made a number of calls to Von Der Ahe and Global Van Lines in an attempt to keep track of the status of my shipment. During the two week period listed as my shipment window, I received very little assistance from the Von Der Ahe staff. They could only confirm that my goods were sitting in a warehouse on their site during that hot St. Louis summer. The Von Der Ahe and Global employees only informed me that my shipment had not yet left St. Louis, and they could not tell me when I could expect shipment.

As my July 22 deadline drew near, my calls became more frequent and I began enlisting

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the assistance of any state or federal agency which might govern a household goods moving company. I discovered that the ICC had been disbanded, leaving very little formal regulation of the moving industry. I spoke with representatives from the Department of Transportation Surface Transportation Board, the Federal Highway Administration Office of Motor Carriers, the American Movers conference, the Better Business Bureau, and the California Public Utilities Commission. My research concluded only that Global Van Lines would be in violation of reasonable dispatch if my goods did not arrive in San Francisco by the last date of my delivery window. I could find no agency to support me as I pressured Global Van Lines to uphold dates listed on their bill of lading.

On July 24, two days after my supposed last shipment date, my daily calls to Von Der Ahe and also to Global Van Lines informed me that the moving van had picked up my goods from the St. Louis warehouse and was en route to California. No representative, not even the Vice President in Charge of Operations at Global, could tell me when I might expect my shipment. I finally received a phone call from Global on Monday, July 29, that I could expect shipment the following day between 8 a.m. and 12 noon. I made the necessary arrangements to take off of work, and on Tuesday morning I sat at home and waited. At 9 a.m. I decided to place a call to Global and check on the status of the moving truck. I was told that the truck actually broke down in Nevada and that delivery would actually take place the following day, July 31. Global Van Lines did not notify me of these problems, I only found out because I took the initiative to call and find out. On the morning of July 31, I again took off of work to await the arrival of the moving truck. The truck did show up, and after the drivers unloaded my things, I asked the drivers about their vehicle problems. The drivers responded that the truck did break down on **Monday** in Nevada. In other words, Global was aware of problems with the truck on Monday and did not call when they knew I would be taking off work to wait for a delivery. I found the company to be irresponsible, unprofessional, and unethical.

Meanwhile, the various agencies I had contacted had little advice short of filing an inconvenience claim with the moving company and proceeding with a civil suit if I so desired. Even though I now understand that a bill of lading is not a contract, at the time I did indeed feel that a legal agreement had been broken. I was shocked to discover that ICC funds previously used to regulate this industry were cut, thus leaving many consumers with little ammunition to make moving companies uphold any form of a promise to the consumer. All toll, I spent a full two months living in San Francisco out of two suitcases and I spent a majority of that summer trying to determine my rights with the moving company. I did file a sixteen page inconvenience claim and I did recover approximately \$800 of my original payment. Let me not underestimate this effort. The money I recovered did not seem to make up for the countless hours I spent researching my claim.

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As new regulations are developed, I urge the FHWA to require moving companies to list the rights and responsibilities of all parties on the bill of lading. One would think that the bill of lading would be some kind of legal contract which the moving company would be forced to uphold. If the terms of the agreement were broken, the consumer should have the right to withhold some payment while the case is in arbitration or the moving company should be placed under probation by the regulating authority.

I have attached the first three pages of my inconvenience claim which is a letter detailing more of my experience with Global Van Lines. I hope this letter may have some impact on those of you trying to regulate this industry...it is certainly needed.

Sincerely,



Krista Wendt

Enclosure

c: Mr. Ron Bockenkamp, Missouri Attorney General's office  
Michael Delaney, Missouri Assistant Attorney General

/kmw

QA# 37373

DEPT. OF TRANSPORTATION  
DOCKET SECTION

August 11, 1996

98 JUL 14 PM 12:47

Via fax-- 16 pages  
Hard copy to follow

Ms. Candy Levy  
Global Van Lines  
**Claims** Department  
810 West Taft  
Orange, CA 92865

Re: Bill of lading #G640695

Dear Ms. Levy:

As we have discussed on the phone, I am submitting an inconvenience claim with Global Van Lines due to the extensive delay of the delivery of my belongings **from** St. Louis, Missouri to San Francisco, California. As you might recall, the series of events regarding my move were as follows: I agreed to a July 3-6 window for pick-up in St. Louis with a window of delivery dates between July 8-22. Global Van Lines violated reasonable dispatch by not even getting my shipment out of St. Louis until July 24, two days after the last delivery date listed on the contract. On Monday afternoon, July 29, I was informed that I could expect delivery on the following day between 8 am. and noon. I proceeded to make necessary arrangements to take off work, and as I sat at home on Tuesday, July 30, I received news that the van carrying my shipment had broken down in Nevada. Hence, I missed yet another morning at my job the following day when my belongings finally arrived at my house on August 1, 1996. I might take this opportunity to note that the drivers Glen and **Zack** stated that the truck actually broke down on Monday, yet I was not notified and, in fact, had to call at 9:00 Tuesday morning to discover this information.

I regret that I did not submit this claim immediately after delivery; however, there were two primary reasons that it has taken me this long. First, I was so anxious to have some semblance of organization at my apartment (i.e. set up a bed, unpack a plate, get out an iron) that I spent my first few nights unpacking before I left for a business trip. Secondly, I had very little time at home to do this unpacking because I was working overtime to make up for the total of seven hours lost at work while I dealt with Global Van Lines.

I will devote the rest of this letter solely to my inconvenience claim, and submit further commentary on my experience with Global in my forthcoming complaints to the Vice President in Charge of Operations and other appropriate parties. Enclosed you will **find** documentation for expenses incurred during my shipment delay.

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Inconvenience claim #G640695

Krista M. Wendt

As previously mentioned, I do work overtime to compensate for lost hours at my job with **Flack+Kurtz** Consulting Engineers. In fairness to Global Van Lines, **I** am charging only the three hours lost on Tuesday, July 30, 1996. A copy of a paycheck is enclosed solely for the purpose of establishing my hourly overtime rate of \$27.69 per hour.

Without dishes, glasses, utensils, pots, or pans, I spent nearly everyday of my summer eating out. I am submitting food receipts in accordance with the claims department policy of paying for 50% of these expenses; thus, a total of \$76.12.

A copy of my lease is enclosed for the time I spent in a barren apartment sleeping on the floor. I chose not to move into a hotel and incur even more out-of-pocket expenses. The monthly rent of \$1300 divided by 30 days comes to a total of \$43.33 per day (a hotel rate unheard of in San Francisco).

Other receipts include miscellaneous items as follows: First, I bought towels so I could stop using the one I **stuffed** in a suitcase and had been using, washing, and using again the entire month of July. The second item is, for obvious reasons, a blanket to make the nights on the floor a little warmer. Thirdly, I bought a shower curtain as I also got tired of waiting for this necessary item. Fourth, I am submitting dry cleaning expenses of \$15.00. I also bought a pair of inexpensive tennis shoes because I had with me only critical dress apparel for work to last for two months and did not have proper walking shoes for the mighty hills of this city. The next miscellaneous item is a jacket because, as I explained on the phone, I am used to summer nights in the **midwest**, and was not quite prepared for cold, foggy days in "sunny California." As my answering machine sat in Global's warehouse in St. Louis, I enrolled in a temporary voice mail system through the phone company to cover important messages while I was gone. Ironically, the majority of my messages were **from** Global Van Lines, Von der **Ahe** Van Lines, and the contacts I was making with the Department of Transportation/Federal Highway Administration, Better Business Bureau, American Movers Conference, California Public Utilities Commission, people who used to work for the Interstate Commerce Commission, etc., etc.

Finally, my computer was sitting in a warehouse in St. Louis nearly the entire month of July before making the journey to Nevada where it sat in a hot truck on the side of the road in Nevada at the end of the month. This situation was particularly against my will, as I agreed to hiring a moving company, not a storage company. I would have much preferred having the computer sit in my house in St. Louis where my parents could have the opportunity to use the on-line service in which I am enrolled. For this reason, I am submitting the \$9.95 charge covering the month of July when my computer was inaccessible for **far** longer than I could have possibly imagined (credit card receipt enclosed).

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Inconvenience claim #G640695

Krista M. Wendt

The grand total of my inconvenience claim is \$805.99 as totaled on the summary page. This total does not include the countless long distance phone calls, back pains, **frustration**, tears, and aggravation, nor the postage covering the shipment of this inconvenience claim that never should have had to be submitted. In summary, this does not amount to the nine days worth of \$100 per day to which I know I am entitled. I should hope that Global should consider themselves lucky to forward only \$805.99 to me as soon as possible and end association with me before my anger reaches any higher level.

I prefer to be reached at home at 272 Francisco Street, San Francisco, CA 94133. The phone number is (415) 956-7558. I will provide my work number for the purposes of reaching me during business hours if necessary: (415) 398-3834 extension 276.

Thank you very much for your attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Krista M. Wendt". The signature is written in a cursive, flowing style.

Krista M. Wendt